

**WALWORTH TOWN BOARD – REGULAR MEETING**  
**19 MARCH 2015**

Presiding Supervisor Marini called the Special Meeting Town Board Meeting, County of Wayne, State of New York, held at the Walworth Town Hall, 3600 Lorraine Drive, Walworth, NY to order at 7:30 PM and led those present in the Pledge of Allegiance.

<b><u>PRESENT:</u></b>	Patricia Marini	Supervisor
	Larry Ruth	Councilman
	Vaughn Pembroke	Councilman
	Suzi Hawkins-Mance	Councilwoman
	Judy Markowski	Councilwoman
	Michael Frederes	Highway Superintendent
	Susie Jacobs	Town Clerk

**OTHERS PRESENT:** Rob Burns, Sewer Superintendent; Jacqueline VanLare, Recreation Director; Norman Druschel, Building Inspector; Town Newspaper Reporter, and four (4) attendees.

**MINUTES:**  
Motion by Councilman Ruth that the Minutes of March 5, 2015 Regular Meeting are approved as presented by the Town Clerk.  
Seconded by Councilwoman Markowski.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Motion carried.

**PUBLIC PARTICIPATION:**  
No one present offered any comments.

**SUPERVISOR’S REPORT:**  
Motion by Councilwoman Hawkins-Mance to accept as presented the Supervisor’s Report for, February 2015.  
Seconded by Councilman Pembroke.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Motion carried.

**COMMITTEE REPORTS:**  
Council members reported on their respective committees with the following Town Board actions:

WALWORTH TOWN BOARD – REGULAR MEETING  
19 MARCH 2015

**TOWN CLERK - RESOLUTION 62-15 ACKNOWLEDGING THE “DEED OF PERMANENT GIFT” TO THE WALWORTH HISTORICAL SOCIETY OF 20 TOWN HISTORICAL BOOKS:**

Councilman Ruth offered Resolution 62-15 and moved its adoption.  
Seconded by Councilwoman Hawkins-Mance to wit:

**WHEREAS**, the Town Board adopted Resolution 78-14 on April 3, 2014, authorizing the Town Supervisor to sign the proposal from General Code for Document Imaging, Indexing and Microfilming Historical Books, and  
The following was submitted:

Walworth Historical Society  
2257 Academy Street P.O. Box 142  
Walworth, NY 14568

Deed of Gift (Permanent)

- 1. Item Number for Accession Purposes: BGR031115-1
- 2. Date: 03-10-2015
- 3. Item Donated: 25 books containing Walworth government records
- 4. Condition: Excellent, very good, good, fair, poor  
Note any damage: \_\_\_\_\_
- 5. Material: \_\_\_\_\_
- 6. Dimensions: to be determined
- 7. Distinguishing Features: \_\_\_\_\_
- 8. Donor's Name: Town of Walworth  
Printed: Susie Jacobs, Town Clerk Signature: [Signature]  
Address/City/State/Zip: 3600 Lorraine Drive, Walworth, ny 14568
- 9. Provenance: Historical records 1849-1977
- 10. Location in Museum: \_\_\_\_\_
- 11. Value: \$ \_\_\_\_\_
- 12. Date when personal information (i.e. Diaries, etc.) can first be published: \_\_\_\_\_
- 13. Received by: <sup>DAF</sup> Dorothy A. French / G B Eugene R Bavis
- 14. Accessioned by: \_\_\_\_\_

Gifts to the Walworth Historical Society and Museum may be tax deductible as charitable contributions. However, it is the donor's responsibility to secure appraisals to support deductions (see current IRS policy). The Museum assumes no responsibility to appraise donations for tax purposes.

Refer to WHS Collections Policy for additional information.

WALWORTH TOWN BOARD – REGULAR MEETING  
19 MARCH 2015

HISTORICAL BOOKS TITLE	DATES	PAGES
ASSESSMENT ROLL	1900	80
HIGHWAY ACCOUNT BOOK	1956	65
SUPERVISOR - ACCOUNT BOOK	1919	50
HIGHWAY FUNDS (GENERAL LEDGER)	1970-1975	30
CLASSIFICATION LEDGER	1970	150
ASSESSMENT ROLL	1933	100
CHattel MORTGAGE RECORD BOOK	1911-1942	200
MORTGAGEE	1883-1910	300
OATH OF OFFICE	1973-1977	50
CHATELL MORTGAGES	1849-1883	150
ASSESSMENT ROLL	1910	70
TORT CLAIMS	1971-1974	5
ASSESSMENT ROLL	1880	45
ASSESSMENT ROLL	1890	50
CHattel MORTGAGE RECORD BOOK	1942-1964	400
STATS: OVERSEER OF THE POOR	1897-1929	50
HISTORICAL SOCIETY MINUTES	1855-1903	
HISTORICAL SOCIETY MINUTES	1930-1942	
JOURNAL	1891-1937	200
BOARD OF HEALTH	1885-1916	39

DEP CLERK/ LOGS-INDEXES

**WHEREAS**, General Code has delivered the Document Imaging and Microfilming of these Historical Books in 2015, and

**WHEREAS**, the Town Board of the Town of Walworth desires that these Town Historical Books be shared with the community, and

**BE IT RESOLVED** that the Town Board Acknowledges the Deed of Permanent Gift to the Walworth Historical Society as submitted.

Adopted this 19<sup>th</sup> of March 2015, at a meeting of the Town Board.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

WALWORTH TOWN BOARD – REGULAR MEETING  
19 MARCH 2015

**TOWN CLERK – RESOLUTION 71-15 ADOPTING THE NEW YORK STATE RECORDS RETENTION AND DISPOSITION SCHEDULE MU-1 BE MAINTAINED AS THE TOWN OF WALWORTH SUBJECT MATTER LIST FOR FREEDOM OF INFORMATION REQUESTS THROUGH 12/31/2017:**

Councilman Ruth offered the following Resolution 71-15 and moved its adoption. Seconded by Councilman Pembroke to wit:

**BE IT RESOLVED**, that the New York State Record Retention and Disposition Schedule MU-1 be maintained as the Town of Walworth Subject Matter List for Freedom of Information requests through December 31, 2017.

Adopted this 19<sup>th</sup> day of March 2015 at a meeting of the Town Board.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

**TOWN CLERK - RESOLUTION 72-15 AUTHORIZE THE TOWN SUPERVISOR TO SIGN THE ANNUAL CONTRACT FOR SOFTWARE SUPPORT – RECORDS MANAGEMENT WITH WILLIAMSON LAW BOOK:**

Councilman Ruth offered the following Resolution 72-15 and moved its adoption. Seconded by Councilwoman Hawkins-Mance to wit:  
The following was submitted:

**Williamson Law Book Company**  
790 Canning Parkway Victor, New York 14564

March 15, 2015

Town of Walworth  
3600 Lorraine Drive  
Walworth, NY 14568

**ANNUAL SOFTWARE SUPPORT CONTRACT**

Enclosed is an invoice renewing your Software Support coverage for the following program:

**Records Management**

This agreement between Williamson Law Book Company (WLB) and the Town of Walworth (referred to as "customer") will provide ongoing software support and maintenance to the customer as described herein.

Williamson Law Book Company (WLB) agrees to provide the customer with:

- Support: WLB will provide support to assist in using the software. Support will be provided by internet, phone or fax during normal business hours.
- Notice of all program enhancements and their benefits.
- All state mandated changes at no extra charge (excluding any training required by the customer).

The customer agrees to:

- Maintain hardware in proper working condition.
- Make continued efforts to work with and properly use WLB software.
- Train new personnel in the event of employee turnover. (Additional training may be purchased from WLB).

Charges for the Software Support Contract shall be \$242.00 as specified on the enclosed invoice.

**\*\*\*Please sign and return one copy of this contract with your payment\*\*\***

Thank you.



Williamson Law Book Company

Accepted for the Town of Walworth

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



BILL TO				SHIP TO			
Company		Town Of Walworth		Company		Town Of Walworth	
Purchaser		Norm Druschel		Key Operator		Norm Druschel	
Address		3600 Lorraine Dr		Address		SAME	
Address2				City, ST, Zip		Walworth	NY 14568
City, ST, Zip		Walworth, NY 14568		Delivery Date			
Phone / Fax		315/986-1929		Phone / Fax			
Salesperson		P.O. #	Tax Exempt #	Est. Mth. Vol.	Terms		Territory
Bill Hasiotis					Net 30		
Quantity	Equipment	Description		Serial #	Unit Price	Total	
1	IPF780MFP	Canon iPF780MFP 36" color Wide Format System Includes scanner, printer, controller, stand, starter inks, new printhead and maintenance cartridge			\$ 8,404.69	\$ 8,404.69	
		GSA Contract #GS-35F-0460V Includes 12 month manufacturer warranty. Includes freight, delivery, installation, networking, training and follow up support					
1		3 year warranty service bundle Canon iPF780MFP includes parts, labor and travel for 36 months from date of purchase. Does not include inks, print heads, maintenance cartridge or paper			\$ 2,595.00	\$ 2,595.00	
				Beginning Copy Count:		Sub Total \$ 10,999.69	
EQUIPMENT TRADED IN: <input type="radio"/> Customer Trade-In <input checked="" type="radio"/> Competitive Buyout <input type="radio"/> Lease Trade-In				Setup, Delivery & Installation		Trade-In	
Model:		Serial #		Sub Total		\$ 10,999.69	
Lease Co.:		Lease #:		Sales Tax %		EXEMPT \$ -	
EQUIPMENT TRADED IN: <input type="radio"/> Customer Trade-In <input type="radio"/> Competitive Buyout <input type="radio"/> Lease Trade-In				TOTAL		\$ 10,999.69	
Model:		Serial #		Deposit			
Lease Co.:		Lease #:		BALANCE DUE		\$ 10,999.69	
ACCEPTED Eastern Managed Print Network, LLC				Date			
By:		Title		By:		Title	
Date:				Name (print)			
Albany		16 Petra Lane, Albany, NY 12205		Syracuse		1224 West Genesee St, Syracuse, NY 13204	
Rochester		1387 Fairport Rd, 1000A, Fairport, NY 14450		Endicott		111 Grant Ave, Suite 102, Endicott, NY 13760	
		518-869-4310				315-474-7000	
		585-388-5550				607-834-7220	
"Think Globally, Act Locally"							
IMPORTANT: TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS FORM ARE AN INTRICATE PART OF THIS CONTRACT							

**WALWORTH TOWN BOARD – REGULAR MEETING  
19 MARCH 2015**

**BE IT RESOLVED**, that the Supervisor is authorized to sign the purchase agreement with Eastern Managed Print Network, LLC as submitted.

Adopted this 19<sup>th</sup> day of March, 2015 at the meeting of the Town Board.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

**RESOLUTION 66-15 AMENDING THE 2015 TOWN OF WALWORTH FEE SCHEDULE ADOPTED WITH RESOLUTIN 15-15 ON JANUARY 8, 2015:**

Councilwoman Markowski offered the following Resolution 66-15 and moved its adoption. Seconded by Councilwoman Hawkins-Mance to wit:

**WHEREAS**, the Town Board of the Town of Walworth adopted the 2015 Town Fee Schedule with Resolution 15-15 on January 8, 2015;and

**WHEREAS**, NYS Executive Law, Title 19, Part 1265 Residential Structures with Truss Type Construction, Pre-Engineered Wood Construction and/or Timber Construction, of the Official Compilation Codes, Rules and Regulations of the State of New York, and

**WHEREAS**, Subdivision 4 of section 382-b of the Executive Law directs local governments to provide for enforcement of section 382-b of the Executive Law. Enforcement of Section 382-b of the Executive Law shall include, but shall not be limited to, enforcement of the provisions of this Part.

**WHEREAS**, the Town desires to amend the Town Fee Schedule to include a fee for the sign / symbol required with NYS Executive Law, Title 19, Part 1265, indicating the utilization of truss type construction, pre-engineered wood construction and /or timber construction.

**TOWN OF WALWORTH FEE SCHEDULE – 2015:**

ASSESSING: Nothing at this time

TOWN CEMETERY FEES:

BURIAL COST	Excavating - Full Size Box with Vault	\$600.00
	Excavating - Cremations	\$200.00
	Excavating - Babies	\$250.00
SALE OF LOTS	Per Grave Site	\$500.00
	Half Lot (4 grave sites)	\$2,000.00
	Full Lot (8 grave sites)	\$4,000.00
FOUNDATIONS	Single Stone or Marker (12 X 24)	\$200.00
	Double Stone or Marker (14 x 36)	\$400.00
	Special Size (Exceeds double size)	.75 cu. ft.

DIS-INTERMENTS

Full Size & Children	\$800.00
Cremations	\$200.00

HOME OCCUPATION:

Major - \$100.00  
If the review fee exceeds the \$100.00 charge, the applicant will be invoiced for the amount exceeding the fee paid at the time application to be heard.

Minor - \$25.00

HIGHWAY DEPARTMENT:

Nothing at this time.

RECEIVER OF TAXES:

Nothing at this time.

TOWN RETURN CHECK FEE:

\$20.00

PARKS & RECREATION FEES\*:

Lodge – resident fee -  
\$150.00  
Lodge – non-resident fee  
\$ 200.00

Open air pavilion – resident fee  
\$ 35.00  
Open air pavilion – non-resident  
\$ 60.00

\*Can be superseded by an adopted Town Board Resolution

SKATING RINK RENTAL FEES (Renting the rink for private use only):

\$35.00 – resident fee  
\$60.00 – non-resident

SEWER:

Application/connection  
\$800.00  
Inspection fee  
\$50.00

Sewer rates – as set by Local Law

TOWN CLERK FEES:

Marriage  
\$40.00  
Certified Copies B D & M  
\$10.00  
Genealogy requests  
\$22.00  
Zoning maps  
11x14 – \$2.50  
24x36 - \$20.00

Foil – Fees prescribed by law

DOGS:

Spayed / neutered local fee  
\$9.00 + applicable State fee \$1.00 (\$10.00)  
un-spayed / un-neutered

\$16.00 + applicable state fee \$3.00 (\$19.00)

Service dogs – spayed / neutered

Exempt + applicable State fee \$1.00

Service dogs – un-spayed / un-neutered

Exempt + applicable State fee \$3.00

Purebred Licenses -

1-10 dogs - \$30.00 + applicable State fees

11-25 dogs - \$55.00 + applicable State fees

26 & up - \$105.00 + applicable State fees

Replacement tag -

\$3.00

Late fee after 60 days -

\$5.00 / per dog

Enumeration fee -

To be established by Town Board Resolution

Impound fees -

1<sup>st</sup> pick-up fee - \$25.00 + applicable license fees + \$20.00 per day

2<sup>nd</sup> pick-up fee - \$50.00 + applicable license fees + \$40.00 per day

3<sup>rd</sup> pick-up fee - \$75.00 + applicable license fees + \$50.00 per day

PUBLIC ASSEMBLY PERMIT: \$125.00 per application per calendar year. Town Law §131-4

AUTOMOBILE SALVAGE YARD LICENSE: \$125.00 per application per calendar year. Town Law §99-7

PEDDLER'S AND SOLICITOR'S LICENSE: Town Law §121-12

Six (6) months or less \$100.00

Six (6) months to one (1) year \$200.00

PEDDLER'S AND SOLICITOR'S ASSISTANT'S LICENSE: Town Law §121-12

Six (6) months or less \$50.00

Six (6) months to one (1) year \$100.00

### **BUILDING PERMIT FEES:**

Building permit shall be issued only after payment of the applicable fee or fees set forth from time to time by the Town Board Resolution and on file in the office of the Town Clerk, except when waived by the Town Board.

1. Dwellings on one-lot developments: \$175 per unit, plus an additional \$0.10 per square foot over 2,500 square feet, plus \$75 septic inspection, *plus \$15 where applicable See #38.* See Escrow Fees.
2. Multifamily dwellings: \$400, plus \$50 per unit in excess of three units, *plus \$75 septic inspection, plus \$15 where applicable see #38, See Escrow Fees*
3. Farm buildings, if permit required: \$1 per 100 square ft. with a minimum charge of \$50 dollars.
4. Commercial and industrial buildings and additions thereto: \$250 per application or \$0.10 cents per square foot (whichever is greater). See Escrow Fees.
5. Additions to existing residential buildings: \$100 per application, *plus \$15 where applicable see #38.*
6. Renovations, alterations, reconstruction, change of use and additions to nonresidential (Commercial) buildings: \$250 per application or \$0.10 cents per square foot (whichever is greater).



7. Installation and/or replacement of accessory buildings, except for pole barns, barns and garages (see #21 of this schedule): \$50 each building.
8. Installation and/or replacement of a telecommunications tower, the replacement and/or addition of an accessory building on the same site as the telecommunications tower whether the owner of the telecommunications tower or a co-located user (shared use): \$1000.
9. Installation of any additional antenna on an existing telecommunications tower whether the owner of the telecommunications tower or a co-located user (shared use): \$750.
10. Wood stove installation and/or replacement and simultaneous chimney inspection: \$50 each and an additional charge of \$40 for each re-inspection, *plus \$15 where applicable see #38.*
11. Chimney / wood stove / property maintenance inspection: \$40 each.
12. Septic system inspection for new repair or replacement: \$75 each and an additional charge of \$30 for each inspection in excess of two inspections pursuant to the same permit application.
13. Park and recreation fee: \$650 per dwelling unit.
14. In the event construction is commenced and/or completed before a building permit is issued payment of all fees as set forth in various subsections within §180-58E, the applicant shall pay the appropriate building fees, plus an additional \$100.00 administrative fee.
15. Installation or replacement of swimming pools in residential zoning districts: \$60 each and an additional charge of \$30 for each additional inspection. See Escrow Fees.
16. Installation and/or replacement of decks, breezeways, roofs, and carports: \$60 each, *plus \$15 where applicable see #38.*
17. Demolition of a building: \$75 each.
18. Installation and/or replacement of a residential tower antenna or windmill or any green power application: \$75 each.
19. Placement and/or replacement of a mobile home in a licensed mobile home park; \$125 per unit, *plus \$15 where applicable see #38.* See Escrow Fees.
20. Renewal of a prior issued building permit: 100% of the current (original + postage) permit fee or a minimum charge of \$50 dollars plus postage, *plus \$15 where applicable See #38*
21. Installation and/or replacement of a pole barn / barn buildings / garage: \$1 per 100 square feet with a minimum of \$75.
22. In instances where there is no site plan or subdivision of property and no other application fee provided Research Fee: a minimum fee of \$35 and an additional \$50 for each field inspection.
23. Fireplace installation: \$50, *plus 15 where applicable see #38.*
24. Installation and/or replacement of a hot tub: \$60, plus \$100 to be paid in escrow to guarantee final inspection after completion of the work, which said monies will be refunded upon final inspection.
25. Modification of home and finishing basement: \$75, plus \$100 to be paid in escrow to guarantee final inspection after the completion of the work, which said monies will be refunded upon final inspection, *plus \$15 where applicable, see #38*
26. Installation and/or replacement of an enclosed porch or sunroom: \$60, *plus \$15 where applicable see #38.*
27. Installation and/or repair of standby residential generators: \$50, plus \$100 to be paid in escrow to guarantee final inspection after the completion of the work, which said monies will be refunded upon final inspection.
28. Installation and/or repair of standby commercial/industrial generators: \$150, plus \$250 to be paid in escrow to guarantee final inspection after the completion of the work, which said monies will be refunded upon final inspection.
29. Installation and/or repair of an electrical transfer switches: \$50, plus \$100 to be paid in escrow to guarantee final inspection after the

- completion of the work, which said monies will be refunded upon final inspection, *plus \$15 where applicable see #38.*
30. Manufactured home on private lot: \$150, plus an additional \$0.10 per square foot over 2500 square feet, plus \$75 septic inspection fee, *plus 15 where applicable see #38.* See Escrow Fees.
  31. Adding emergency egress window and window well: \$50, *plus \$15 where applicable see #38.*
  32. Tear off/ reroof: \$50, *plus \$15 where applicable see #38.*
  33. Replacement windows: \$50, plus \$15 where applicable.
  34. Electrical work (requiring an outside entity): \$40, plus \$100 to be paid in escrow to guarantee final inspection after the completion of the work, which said monies will be refunded upon final inspection, *plus \$15 where applicable see #38.*
  35. Replacement water heaters: \$40, *plus \$15 where applicable see #38.*
  36. Replacement furnaces: \$40, *plus \$15 where applicable see #38*
  37. Air-conditioning units: \$40, *plus \$15 where applicable see #38.*
  38. *Truss Placard Fee: \$15, Placards are required for any residential home that is new construction, existing residence that is having an addition, repair, renovation, alteration, or reconstruction work done that has engineered wood products (Truss, lam beams and I-Joists).*
  39. 911 Reflective House, Numbers \$25 dollars.
  40. Excavation and/or Top Soil Removal: \$0.06 per square cubic yard when permit is required.

### **ESCROW FEES:**

The following cash escrows will be submitted to the Town Clerk with an application for the following building permits:

1. In addition to the building permit fee to build a new home and/or Manufactured home on a residential lot: the additional sum of \$500 shall be collected. The applicant must complete all construction, the proper final cleanup, grading, ground cover, driveway work in the right-of-way or other special right-of-way work or other work to be as required by the permit. The escrow funds shall be retained until all work has been completed to the satisfaction of the Building Inspector and Highway Superintendent.
2. In addition to the building permit fee to build on a commercial/industrial lot: an additional escrow fee equivalent to ½ of the building permits, but not less than \$1,500 shall be collected. The applicant must complete all construction (including new buildings, alterations or additions), the proper cleanup, grading, groundcover, driveway work in the right-of-way or other special right-of-way work or other work as required by the permit. The escrow funds shall be retained until all work has been completed to the satisfaction of the Building Inspector and Highway Superintendent.
3. In addition to the building permit fee to build an above ground swimming pool in residential zoning districts; an additional escrow fee of \$100. The escrow funds shall be retained until receipt by the town of the electrical inspection certificate and the Building Inspector has issued a Certificate of Occupancy or Certificate of Compliance. For an in-ground pool an additional escrow fee of \$250 dollars shall be collected. The escrow funds shall be retained until receipt by the town of the electrical inspection certificate and the Building Inspector has issued a Certificate of Occupancy or Certificate of Compliance.
4. In addition to the building permit fee for the replacement of a Manufactured Home in a licensed manufactured home park; an additional escrow fee of \$650 shall be collected. The escrow funds shall be retained until the Building Inspector has issued a Certificate of Occupancy or Certificate of Compliance.

**REVIEW FEES:**

For each application pertaining to which subdivision and/or site plan approval is requested in residential development for:

- 1 or 2 lots or parcels - \$450
- 3 lots or parcels - \$675
- 4 lots or parcels - \$1,200
- 5 lots or parcels - \$1,500
- 6 lots or parcels - \$1,800
- 7 lots or parcels - \$2,100
- 8 lots or parcels - \$2,400
- 9 lots or parcels - \$2,700
- 10 lots or parcels and above @ \$350 each lot or parcel

- A) \$500 Special Use Permit application fee and in addition see §151.44 Review Fees, reimbursement of consultation fees and §151.45 Inspection fees.
- B) \$225 for each lot or parcel resulting from the subdivision of residential or non-residential land without the approval to construct a structure.
- C) \$100 per 100 square feet of building area applied for in any non-residential development and in addition see §151.44 Review fees.
- D) an administration fee of \$100.

If as part of an application for preliminary subdivision approval or site plan approval, a percolation test is required, the applicant shall pay to the Town with the applicant's application a percolation test fee in accordance with the following schedule:

- a) In the case where the percolation test and/or deep-hole test is to be witnessed by a consulting Engineer engage by the Town, the fee shall be as billed.
- b) In the case where the percolation test and/or deep-hole test is to be witnessed by a Town Official, the fee shall be \$100 per residential lot or \$100 each test location for non-residential parcel.

**ZONING BOARD OF APPEALS:**

A written application, together with the fee for an appeal of \$50 for residential and \$100 for a business application for a variance.

**BE IT RESOLVE**, the 2015 Town Fee Schedule be Amended and become effective immediately.

Adopted this 19<sup>th</sup> day of March, 2015 at the meeting of the Town Board.

Discussion ensued.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

**RESOLUTION 64-15 AUTHORIZE THE SUPERVISOR TO SIGN THE ASSESSMENT OF MEMORANDUM OF UNDERSTANDING FOR THE 2016 REASSESSMENT PROJECT:**

Councilwoman Hawkins-Mance offered the following Resolution 64-15 and moved its adoption. Seconded by Councilman Ruth to wit:

WALWORTH TOWN BOARD – REGULAR MEETING  
19 MARCH 2015

**BE IT RESOLVED**, that the Supervisor is authorized to sign the Memorandum of Understanding for the 2016 reassessment project.

Adopted this 19<sup>th</sup> day of March, 2015 at the meeting of the Town Board.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

**PARKS & RECREATION RESOLUTION 73-15 AUTHORIZING THE EXPENSE (INVOICE #11028) TO BODAK’S WESTERN SNOWPLOWS FOR THE PURCHASE AND INSTALLATION OF THE NEW PLOW FOR THE NEW PARKS & RECREATION FORD TRUCK FROM A7110.21R - \$5,650.65:**

Councilwoman Hawkins-Mance offered the following Resolution 73-15 and moved its adoption.

Seconded by Councilman Pembroke to wit:

**BE IT RESOLVED**, that the expense to Bodak’s Western Snowplows for the purchase and installation of one (1) new Western 8’ Ultra-Mount Pro-Plus with Hand Held Control & Night Hawk Headlights Invoice #11028 for the new Parks & Recreation Ford Truck F250. Procurement Policy Form submitted.

Adopted this 19<sup>th</sup> day of March, 2015 at the meeting of the Town Board.

Discussion ensued. Appreciation for supporting our local business.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

**PARKS & RECREATION - RESOLUTION 69-15 – AUTHORIZING THE TOWN SUPERVISOR TO SIGN THE AGREEMENT TO PROVIDE AND OPERATE CONCESSIONS FOR THE SALE OF FOODS AND SOFT DRINKS IN GINEGAW PARK AND SHERBURNE ROAD PARK TO DAN ROBERTS / MARKS PIZZERIA FOR 2015:**

Councilwoman Hawkins-Mance offered the following Resolution 69-15 and moved its adoption.

Seconded by Councilman Ruth to wit:

TOWN OF WALWORTH

LICENSE AGREEMENT  
(TERM: 2015)

THIS AGREEMENT, made the 19<sup>th</sup> day of March, 2015, by and between the **TOWN OF WALWORTH** (*hereinafter referred to as "Town"*), a municipal corporation having an office for business at 3600 Lorraine Drive Walworth, New York 14568, and Dan Roberts, Owner-Operator, Marks Pizzeria, (*hereinafter referred to as "Licensee"*).

W I T N E S S E T H:

WHEREAS, the Licensee desires to obtain from the Town a license to provide and operate concessions for the sale of foods and soft drinks in Ginegaw Park and Sherburne Road Park.

WHEREAS, pursuant to the Walworth Town Board's Resolution, enacted March 19<sup>th</sup> 2014, the Town is willing to grant a revocable license for such purpose subject to the terms and conditions hereinafter set forth, and Licensee is willing to accept such a license subject to such terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Subject to the terms and conditions herein contained, the Town hereby grants to the Licensee, and the Licensee hereby accepts from the Town, a license to provide for the sale of foods and soft drinks in Ginegaw Park and Sherburne Road Park located in Walworth, New York, during the following license period: Commencing April 27, 2015 and ending December 31st, 2015.

2. The licensee has furnished a Certificate of Insurance evidencing satisfactory compliance with the insurance provisions contained in paragraph 16 of this agreement.

3. A. The concession stand shall be located in the space designated or approved by the Parks and Recreation Director.

B. The opening and closing hours of the concession stand shall coincide with baseball, softball and soccer games being held in Ginegaw Park and Sherburne Road Park.

C. The concession stand shall be removed from the Park each night by the Licensee.

4. It is expressly understood and agreed by the Licensee that no real or personal property is leased to the Licensee; that Licensee is not a lessee; and that upon any termination of this License Agreement, the Town may remove and exclude all property of the Licensee from the Park, all without service of notice or resort to legal process and without any legal liability on the part of the Town.

5. Licensee's concession stand shall be maintained and operated in compliance with the requirements of the Sanitary Code of the State of New York and Licensee shall, at its own cost and expense, obtain and display such permits as may be required by the State Department of Health.

6. The Licensee shall comply with the State Sanitary Code and all other applicable local, state and federal laws, statutes, ordinances, and regulations pertaining to Licensee's activities and operations under this License.

7. The Licensee shall pay the cost of all utility services incident to the operation of this License Agreement. The Licensee expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency, impairment, or failure of any of the utility services furnished by the Town.

8. The Licensee shall maintain and operate the concession stand in a manner satisfactory to the Town and shall at all times conform with the Park rules and regulations prescribed by the Town and with all rules and regulations prescribed by the Walworth Town Board pertaining to Licensee's activities and operations pursuant to this agreement.

9. The Licensee shall at all times maintain the concession stand, including an area within twenty-five (25) feet thereof, in a clean and sanitary condition, and shall clean such area whenever directed to do so by the Town or its representatives.

10. The Licensee shall dispose of all refuse and garbage where and as directed by the Parks and Recreation Director or her designee.

11. The Licensee shall procure, at its own cost and expense, all permits and licenses necessary for the legal operation of this license. Town fees waived.

12. The Town shall not be liable for any damage to or theft of the Licensee's stand, equipment, supplies, or merchandise whether such damage or theft is due to negligence or otherwise, and all claims for any such damage or theft against the Town are expressly waived by the Licensee.

13. The Licensee shall defend, indemnify, and hold harmless the Town and its officers, employees, and agents from that portion of all claims, actions, suits, liabilities, damages, awards, costs, and expenses (including, but not limited to, Attorneys fees) of every nature and description arising out of or resulting from the acts, the errors, or the omissions, of the Licensee or its employees or agents in rendering services pursuant to this agreement. The Licensee's duties and obligations pursuant to this paragraph shall survive the termination or expiration of this agreement and shall not be limited by any provision herein requiring the Licensee to maintain specific insurance coverage's.

14. A. At all times during the term of this License Agreement, Licensee, at its own expense, shall have and keep in force the following insurance coverage's with limits of liability not less than the limits specified:

Commercial General Liability

Premises/Operations				
Products/Completed Operations				
Contractual Liability				
Independent Contractors				
Personal Injury				
Broad Form Property Damage				
Bodily Injury and Property Damage Limit occurrence	\$1,000,000	each		
Products/Completed Operations Limit	\$1,000,000	aggregate		
Personal Injury and Advertising Injury Limit organization	\$1,000,000	each	person	or
General Aggregate Limit	\$2,000,000			

The Town of Walworth and its officers, employees, and agents shall be named as Additional Insured on a direct primary basis under the policy issued for these coverage's by the use of Endorsement CG2026, Additional Insured Designated Person or Organization.

B. It is expressly understood and agreed by Licensee that the insurance requirements specified above contemplate the use of occurrence liability forms. If claims-made coverage is evidenced to satisfy any of the specified requirements, Licensee shall comply with the following requirements:

- (i) If the claims-made coverage terms designate a specific retroactive date, Licensee shall maintain a retroactive date which is not later than the earlier of (a)
- (ii) the date of the commencement of the term of this License Agreement, or (b) the original coverage retroactive date for Licensee's first claims- made policy for each and every coverage provided on a claim-made basis;
- (ii) For the duration of this License Agreement or any subsequent renewals, if the retroactive date is advanced or if the policy is materially changed, cancelled or not renewed, Licensee shall purchase, at its own expense, an Extended Reporting Endorsement. This endorsement must provide an Extended Reporting Period ("Tail" coverage) in compliance with the minimum standards prescribed by the Insurance Department of the State of New York in Regulation No. 121 (11 NYCRR 73) or its subsequent amendments or revisions;
- (iii) Upon termination or expiration of this License Agreement or any renewal thereof, Licensee shall maintain such claims-made coverage without interruption for a period of time equal to the length of any



Extended Reporting Period requirement as specified above. If the retroactive date is advanced or if the policy is materially changed, cancelled, or not renewed during this period of time, Licensee shall purchase, at its own expense, an Extended Reporting Endorsement that is in compliance with the minimum insurance standards prescribed by the Insurance Department of the State of New York in Regulation No. 121 (11 NYCRR 73) or its subsequent amendments or revisions.

C. The insurance carriers providing the above coverage's shall be licensed to do so in New York State and shall also be rated no lower than "B+" by the most recent Best's Key Rating Guide or Best's Agent's Guide or must be otherwise acceptable to the Walworth Town Board.

D. Upon execution of this Agreement, the Contractor shall furnish the Town with original Certificates of Insurance evidencing that policies of insurance are maintained which conform to the insurance requirements set out above.

All insurance policies required herein shall be specifically endorsed to provide that in the event of cancellation, non-renewal or material change on the part of the insurer, 30 days prior written notice shall be provided to the Town of Walworth, Recreation Director, 3600 Lorraine Drive, Walworth NY 14568, and the inclusion of such an endorsement shall be confirmed on the Certificate of Insurance required herein.

The Contractor shall provide the town with an Insurance Certificate Form furnished by the insured insurance company, except that an ACORD form Certificate of Insurance may be used. Provided the ACORD Certificate provides for thirty (30) days notice of cancellation, non-renewal or material change to the Town of Walworth, in the event of cancellation by the insurer, in accordance with the requirements above.

15. The Licensee shall not assign or transfer this License Agreement or the license herein granted without the prior written consent of the Town.

16. This License Agreement may be terminated by either party at any time, with or without cause, upon not less than five (5) days written notice to the other party; provided, however, that the Town may terminate this License Agreement immediately in the event that (a) Licensee shall fail to comply with any of the terms, conditions, or provisions of this License Agreement, or (b) the Walworth Town Board determines that such termination is in the best interest of the Town. In the event of termination pursuant to this paragraph, the fees required to be paid by Licensee shall be pro-rated. Neither the Town nor its officers or employees shall be liable to Licensee or any of Licensee's officers, employees, or agents for any claim, loss, cost, expense, or damage incurred by Licensee or any of its officers, employees, or agents by reason of the exercise of the right of the County to revoke and terminate this License Agreement. Upon receipt of such notice, Licensee shall immediately remove the wagon and all other equipment from the Park.

17. All notices of any nature referred to in this License Agreement shall be in writing and sent by registered or certified mail postage prepaid to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

TO THE TOWN:

Walworth Parks and Recreation Department  
3600 Lorraine Drive  
Walworth, NY 14568  
Attn.: Parks and Recreation Director

TO THE LICENSEE:

Dan Roberts, Owner/Operator Mark's Pizzeria

18. It is understood and agreed that entire agreement of the parties is contained herein and that this License Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof. Any alterations,

amendments, deletions, or waivers of the provisions of this License Agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date first written above.

**TOWN OF WALWORTH**

By: \_\_\_\_\_  
Patricia Marini, Town Supervisor

**DAN ROBERTS,**  
**OWNER/OPERATOR**  
**MARK'S PIZZERIA**

By: \_\_\_\_\_  
Dan Roberts, Owner-Operator

State of New York)  
County of Wayne) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me personally came and appeared **PATRICIA MARINI**, to me known, who, being by me duly sworn, did depose and say that she resides in the Town of Walworth, Wayne County, New York; that she is the Town Supervisor for the Town of Walworth, the municipal corporation described in and which executed the foregoing instrument; that she signed her name thereto by order of the Walworth Town Board.

\_\_\_\_\_  
Notary Public

State of New York)  
County of Wayne) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me personally came **DAN ROBERTS, OWNER/OPERATOR MARK'S PIZZERIA** to me known and known to me to be the same person described in and which executed the foregoing instrument and acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public

**TOWN LICENSE**

Dan Roberts, Owner/Operator Mark's Pizzeria is hereby licensed, pursuant to Section 137 of the Town Law of the State of New York to provide and operate concessions for the sale of foods and soft drinks in Ginegaw Park and Sherburne Road Park. Commencing April 27, 2015 and ending December 31, 2015 per Town Resolution 69-15 License Agreement.

**TOWN OF WALWORTH**

By: \_\_\_\_\_  
Susie C. Jacobs, Town Clerk

**BE IT RESOLVED** that Patricia Marini, Town Supervisor, is authorized to sign the submitted Agreement.

WALWORTH TOWN BOARD – REGULAR MEETING  
19 MARCH 2015

Dated this 19<sup>th</sup> day of April, 2015 at a meeting of the Town Board.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

**HIGHWAY - RESOLUTION 75-15 AUTHORIZE TO DECLARE THE 2000  
STERLING 10 WHEEL TRUCK, ONE WAY PLOW, RIGHT HAND SNOW WING  
AND 1992 SWENSON SALT SPREADER SURPLUS AND TAKE TO  
MUNICIPAL ACTION:**

Councilwoman Hawkins-Mance offered the following Resolution 75 -15 and moved its adoption.

Seconded by Councilman Ruth to wit:

The following was submitted:

03/19/2015 10:07 31552492470000-524-7 WALWORTHHIGHWAY PAGE 02

TO: Board Members  
FROM: Mike Frederes –Highway Superintendent  
RE: Surplus Items  
DATE: March 19, 2015

I request the following item be declared surplus as of May 9, 2015. This would be pending delivery of our new equipment which is scheduled for the same approximate time. We need to declare this surplus now so that it can be properly advertised for the Palmyra Municipal Auction on May 9, 2015.

2000 Sterling 10 Wheel Truck #8 ID # H-0117-T Vin # 2FZNEWEB9YA3266

One way Plow ID # H0203-P

Right Hand Snow Wing ID# H0319-W

1992 Swenson Salt Spreader ID# H0407-S

Thank you for your consideration.



Michael J. Frederes

**WALWORTH TOWN BOARD – REGULAR MEETING  
19 MARCH 2015**

**BE IT RESOLVED**, that the 2000 Sterling 10 Wheel Truck #8 ID H-0117-T; One Way Plow ID#H0203-P; Right Hand Snow Wing ID# H0319-W; and 1992 Swenson Salt Spreader ID# H0407-S be declared surplus and sold at the Palmyra Municipal Auction for the highest bid.

Adopted this 19<sup>th</sup> day of March, 2015 at the meeting of the Town Board.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

**SEWER - RESOLUTION 63-15 AUTHORIZE TO DECLARE THE KUBOTA SNOW BLOWER, MODEL NUMBER F3060 SURPLUS AND AUTHORIZE TO SELL AT THE MUNICIPAL AUCTION:**

Councilman Pembroke offered the following Resolution 63 -15 and moved its adoption.

Seconded by Councilwoman Hawkins-Mance to wit:

The following was submitted:

**TOWN OF**



3451 Ontario Center Road  
Walworth NY 14568

Rob Burns, Sewer Superintendent  
PHONE  
[sewer@townofwalworthny.gov](mailto:sewer@townofwalworthny.gov)  
March 13, 2015

315-986-3415

315-986-1741 FAX

Attention:  
Patricia Marini, Walworth Town Supervisor  
Walworth Town Board Members

Re: Item declared surplus

The Town of Walworth Wastewater Superintendent would like approval from the Town Board to declare the Kubota snow blower, model number F3060 with a 48inch snow blower and a 60inch mower deck, surplus with authorization to take such item to the Municipal Auction. Proceeds from this sale will be used to offset the cost of the new Ventrac purchased in March 2015.

This snow blower belongs to the Sidewalk District and is used by the Wastewater Treatment Plant personnel to clear the sidewalks within the Gananda District.

If you should have any questions please do not hesitate to contact me.

WALWORTH TOWN BOARD – REGULAR MEETING  
19 MARCH 2015

Respectfully submitted,  
Rob Burns,  
Sewer Superintendent

**BE IT RESOLVED**, that the Kubota Snow Blower, model number F3060 with a 48 inch snow blower and a 60 inch mower deck be declared surplus and sold at the Palmyra Municipal Auction for the highest bid.

Adopted this 19<sup>th</sup> day of March 2015 at the meeting of the Town Board.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

**OTHER BUSINESS:**

The following was submitted:

**RESOLUTION #65-15 Ratifying a Power Purchase Agreement and Site Lease with NEE Solar 7 LLC Relating to the Implementation of a Solar Project for the Town of Walworth, NY:**

Councilwoman Hawkins-Mance offered the following Resolution 65-15 and moved its adoption.  
Seconded by Councilwoman Markowski to wit:

WHEREAS, on January 8<sup>th</sup>, 2015, by Resolution No. 35-15, the Town Board of the Town of Walworth (the “Town”) authorized the Supervisor to complete negotiations to execute a Power Purchase Agreement (“PPA”) with New Energy Equity, LLC or its affiliate (“NEE”) providing for the construction of solar panels and related equipment (“Solar Project”) to be owned and operated by NEE in order to produce energy to be net metered such that the Town would receive credits from the local utility in exchange for solar energy produced; and

WHEREAS, on January 8<sup>th</sup>, 2015, by Resolution No. 36-15, the Town Board authorized the Supervisor to complete negotiations and execute a System Site Lease Agreement (“Lease”) with NEE permitting NEE to construct the Solar Project on land owned by the Town, which Lease was subject to permissive referendum; and

WHEREAS, the Supervisor has successfully completed negotiation of the PPA and Lease and has executed the same, both effective as of January 15<sup>th</sup>, 2015 in accordance with such authorization of the Town Board; and

WHEREAS, the Attorney for the Town and Town Engineer have each reviewed and approved as to form and content the PPA and Lease as finally negotiated and executed by the Supervisor; now, therefore, be it

RESOLVED, that the Town Board hereby ratifies and approves each of the PPA and the Lease in final form as negotiated and executed by the Supervisor.

Adopted this 19<sup>th</sup> day of March, 2015 at a meeting of the Town Board.

**WALWORTH TOWN BOARD – REGULAR MEETING  
19 MARCH 2015**

Discussion: Final Phase of Site Lease Negotiations. Solar Company will begin the Site Plan Review and they will be offering an informational meeting.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

**RESOLUTION 67-15 FINANCIAL TRANSFERS:**

Councilman Ruth offered the following Resolution 67-15 and moved its adoption. Seconded by Councilwoman Hawkins-Mance to wit:

The following was submitted:

BE IT RESOLVED that the Town Comptroller be authorized to modify budget as follows:

BE IT RESOLVED that the Town Comptroller be authorized to modify budget as follows:

\$121.50 from A1330.41 Receiver of Taxes Office Expense to A1330.12 Personal Service Receiver of Taxes Deputy. To cover current expenditures.

\$450.00 from A1355.13 Assessment Review Board Chair and \$1,600.00 from Assessment Review Board to A1355.42 Assessment Review Board Contractual

\$10,000.00 from A1990.41 Contingent Account to A1440.41 Town Engineer. To cover current expenditures.

\$1,000.00 from A4010.11 Health Office Personal Services to A4010.41 Contractual Health Office

Adopted this 19<sup>th</sup> day of March, 2015 at a meeting of the Town Board.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.



WALWORTH TOWN BOARD – REGULAR MEETING  
19 MARCH 2015

**RESOLUTION 68-15 ABSTRACT #3:**

Councilman Ruth offered Resolution 68-15 and moved its adoption.

Seconded by Councilman Pembroke to wit:

Walworth Town Board

Jean Johnson, Town Comptroller

16-Mar-15

Abstract #3

Attached please find a copy of the Abstracts by Fund. I have audited  
all claims and will be transferring funds to cover payments by Fund as follows:

Voucher Numbers #296-470

General Fund	\$106,497.85
Highway Fund	\$77,364.16
Sewer Fund	\$24,089.52
Park Special Revenue Fund	\$1,360.88
Walworth Light District	\$548.91
Harvest Hill Light District	\$485.69
Gananda Light District	\$1,081.42
Brookside Light District	\$12.62
Orchard View Light District	\$138.28
Gananda Sidewalk	\$314.35
Consolidated Drainage	\$0.00
Water Extension #19	\$21,615.00
Water Extension #20	\$6,755.00
Total Payments	\$240,263.68

Voucher Numbers #27-40

Trust & Payroll	\$34,163.93
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Checks will be issued March 20, 2015

Checks Reviewed Prior To Mailing 3/20/15 \_\_\_\_\_

Adopted this 19<sup>th</sup> day of March, 2015 at a meeting of the Town Board.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

WALWORTH TOWN BOARD – REGULAR MEETING  
19 MARCH 2015


**RESOLUTION 74-15 AUTHORIZE THE TOWN SUPERVISOR TO SIGN THE ANNUAL CONTRACT WITH LEO J. ROTH, CORPORATION FOR PREVENTATIVE MAINTENANCE CONTRACT - ONE YEAR WITH AUTOMATIC / 30 DAY CANCEL BY EITHER PARTY:**

Councilwoman Hawkins-Mance offered the following Resolution 74-15 and moved its adoption. Seconded by Councilwoman Markowski to wit:  
The following was submitted:

Preventative Maintenance Contracts						
	Annual Costs	Payment Quarterly	Term of Contract	Renewal of Preventative Maintenance Agreement	Adjustments to contract pricing	Preferred Pricing for work outside of contract.
Leo J. Roth, Corporation 841 Holt Road Webster, NY 14580	\$3,626.00	\$906.50	One Year	Automatic/ 30 day cancel by either party.	30 day notification of price increase prior to anniversary date.	10% Discount on time and material services.
P & J (Postler & Jaeckle, Corp) 615 South Avenue Rochester, New York 14620	\$4,048.00	\$1,012.00	Three Years	Simple three year term no automatic renewal or extension at the end of term.	Vendor reserves the right to adjust rates annually by no more than 5% on annual agreement date.	None Offered
Van Hook Service Co. Inc. 78 Seneca Avenue Rochester, NY 14621	\$5,224.00	\$2,612.00	Two Years	Automatic renewal for additional One (1) year periods unless terminated by written notice from either party.	Price Adjustments on anniversary of effective date of agreement.	Discounts off standard labor rate of not less than 10%.
EMCOR Services Bethlehem 704 Clinton Avenue South Rochester, NY 14620	\$6,100.00	\$1,525.00	One Year	Year to year agreement unless either party gives written notice not to renew within 30 days prior to anniversary date.	Anniversary date upon renewal.	None Offered

The following was submitted:

WALWORTH TOWN BOARD – REGULAR MEETING  
19 MARCH 2015



Leo J Roth Corporation

841 Holt Road, Webster New York 14580  
p 585.872.0220 f 585.872.1611 [leojroth.com](http://leojroth.com)

Mechanical & Roofing Contractors • Roth Controls • Roth Residential • Roth Green Energy

March 17, 2015

SERVICE AGREEMENT

Walworth Town Hall  
Attn: Phillip Williamson  
3600 Lorraine Drive  
Walworth, NY 14568

Dear Phillip:

With the rising cost of energy, coupled with today's economy, it is important that your HVAC system operates as efficiently as possible. To help our customers maintain this efficiency, the Leo J. Roth Corporation offers service agreements that can be tailored to their individual needs and requirements.

We have recently reviewed the heating and cooling equipment at your location as listed on the attached sheet(s). Items such as filters, belts, lubrication, calibration of controls, etc., should be checked at regular intervals. We propose to perform a one year customized program, as outlined on the services checklist on the HVAC equipment located at: 3600 Lorraine Drive Walworth, NY 14568.

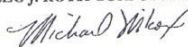
This will help to provide trouble-free operation and units running at their highest efficiency. Acceptance of this agreement will entitle you to receive a 10% discount on time and material services that may occur during the term of this agreement and only on equipment covered by this agreement if paid within 10 days of the date of our invoice.

Service Agreement per attached outline will be provided for the sum of \$3,626.00 (Three Thousand Six Hundred Twenty Six Dollars) plus tax.

Four Quarterly Payments of \$906.50 Each.

This service agreement will commence when the signed agreement is returned and will continue for one year. This contract will automatically renew on each anniversary date and shall remain in effect until terminated. Either party may terminate upon 30 days written notice after this agreement has been in effect for at least 12 months. Should increasing costs mandate an adjustment of the agreement amount, notification will be sent to you 30 days prior to the anniversary date. Service is available 24 hours a day. Contract customers will receive priority response time for emergency service calls.

For service calls, please contact our service department directly at (585)216-1062. If you have technical questions, please contact me at (585)872-0220 at extension 220. Thank you for your time. We look forward to doing business with you.

Sincerely,  
LEO J. ROTH CORPORATION  
  
Michael Wilcox

Accepted:  
Firm:  
By:  
Quotation Subject to 30 day acceptance

Solution Driven Since 1948

**BE IT RESOLVED**, that the Town Supervisor sign the contract with Leo J. Roth, Corporation for one year with Automatic Renewals with 30 day cancel by either party.

Adopted this 19<sup>th</sup> day of March, 2015 at the meeting of the Town Board.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

**WALWORTH TOWN BOARD – REGULAR MEETING**  
**19 MARCH 2015**

**COMMUNICATIONS:**

- Employee United Way Fundraiser Campaign:

“Dress Down” for two (2) weeks. Employees are encouraged to participate by dressing down (wearing jeans) during the weeks of April 6<sup>th</sup> through April 17, 2015; the employee will donate \$1.00 per day to the United Way.

Monday, April 6<sup>th</sup> and Tuesday, April 7<sup>th</sup> – An Employee United Way “Bake Sale” days. Employees are asked to participate by bringing in baked goods which will be sold to residents / town visitors in the Town Lobby during Business Hours.

- 2015 Walworth CROP Hunger walk on May 3, 2015, the walk will come into Ginegaw Park for a water/snack station at the Lions Club Barn.
- Notification from the Town of Marion - Authorize Hearing for the purpose of Amending the Zoning Ordinance on April 13, 2015 @ 7:00 PM in the Marion Municipal Room. – all input must be done by March 31, 2015.
- Resident thanked Supervisor Marini for the work the Town Highway Department did this year with the snow. Supervisor Marini thanked the Sewer Department and the Parks & Recreation Department for their help with this year’s snow/winter weather.

**EXECUTIVE SESSION:**

Motion by Councilwoman Hawkins-Mance to enter into executive session to discuss medical, financial, credit, or employment history of a particular person/corp, or matters leading to said dismissal, removal, promotion, appointment, employment, discipline, demotion, or suspension.

Seconded by Councilman Ruth.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Motion carried.  
Time: 7:52 PM.

**RECONVENE:**

Supervisor Marini reconvened the regularly scheduled meeting.  
Time: 8:30PM.

WALWORTH TOWN BOARD – REGULAR MEETING  
19 MARCH 2015

**TOWN CLERK – LETTER OF RESIGNATION – CHRISTI WALTERMYER:**

The following was submitted:

March 9<sup>th</sup> 2015

Dear Ms. Jacobs,

Please except this as a formal notification that I am resigning from my position as the Deputy Town Clerk in the Walworth Town Clerks office. My last day according to the two week time frame would be March 20, 2015, but due to the circumstances I will be terminating my appointment effective immediately.

My experience with the residents of our Town has been such a rewarding one and I will never forget the people, stories and wise words I have heard in this small town municipality. Unfortunately in this situation when it comes down to the negatives they outweigh the positive by a landslide.

During my last week in the office I did my best to wrap up all projects/ duties I had pending. I wish you all the best in your future endeavors.

Best Regards,



Christi A. Waltermeyer

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Motion by Councilman Ruth to accept and file.  
Seconded by Councilwoman Hawkins-Mance to wit:

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Motion carried.

**WALWORTH TOWN BOARD – REGULAR MEETING  
19 MARCH 2015**

**RESOLUTION 76-15 FINANCIAL TRANSFER:**

Councilman Ruth offered the following Resolution and moved its adoption.  
Seconded by Councilwoman Hawkins-Mance to wit:

**BE IT RESOLVED**, that the Town Comptroller is authorized to transfer from  
A1410.12 Personal Services / Deputy Clerk \$4,300.00 to MS9050.81  
Unemployment Payments.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

**RESOLUTION 77-15 – AUTHORIZATION FOR THE TOWN CLERK TO  
ADVERTISE THE VACANT POSITION OF DEPUTY CLERK:**

Councilwoman Markowski offered the following Resolution and moved its  
adoption.  
Seconded by Councilman Ruth to wit:

**BE IT RESOLVED**, that the Town Clerk is authorized to advertise for the vacant  
position of Deputy Clerk for up to 30 hours. Salary based on the Town Salary  
Matrix.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Resolution carried.

**ADJOURNMENT:**

Motion by Councilwoman Hawkins-Mance to adjourn.  
Seconded by Councilman Pembroke.

Roll call vote:	Councilman Ruth	Aye
	Councilman Pembroke	Aye
	Councilwoman Hawkins-Mance	Aye
	Councilwoman Markowski	Aye
	Supervisor Marini	Aye

Motion carried.  
Time: 8:34 PM.

Respectfully Submitted,

Susie C. Jacobs, MMC, RMC  
Town Clerk